

## **ARTICLE 14**

### **ASSIGNMENT AND TRANSFER**

#### **SECTION 1. DEFINITIONS.**

- A. Seniority - Bargaining Unit seniority as defined in Article 12, Section 2, except that (1) probationary employees and (2) employees in less than satisfactory status shall not be eligible to exercise seniority rights under this Article.
- B. Vacancy – A new or unfilled permanent position which the Appointing Authority has determined shall be filled. A position from which an employee has been laid off is not a vacancy.
- C. Transfer - The filling of a vacancy at the employee's request.
- D. Assignment - The designation of job duties by the appropriate Management Representative.
- E. Work Location- is a building occupied in part or entirely by a Bargaining Unit employee(s), which may be comprised of separate entities. A work location shall include its outstation office regardless of county location.
- F. Work unit – Each work unit shall be identified by the Union and Employer and placed on a list, which will be included as a part of the transfer form from which desired units can be selected.

#### **SECTION 2. RIGHT OF ASSIGNMENT.**

Except as provided in this Article, the Appointing Authority shall have the right and responsibility to assign employees in this Bargaining Unit.

#### **SECTION 3. TRANSFER.**

The provision on transfer within a work location to a different work unit within the UIA shall become effective not later than six (6) months after the effective date of this Agreement. The Appointing Authority shall establish and maintain transfer lists for permanent, permanent-intermittent, and limited term-intermittent positions respectively which shall be based on Bargaining Unit Seniority. An employee shall request transfer by notifying the Appointing Authority in writing, with a copy to the Union, of the work location(s), work unit(s) as designated to which the employee desires a transfer. Transfer requests received during the window periods of March, June, September, and December will have an effective date of the first calendar day of the month after the window period. If an employee who currently has a transfer request on file submits another request during a window period, the previous transfer request will remain in effect until the end of the window period. The new request will take effect the first calendar day of the month after the window period.

If an employee accepts a transfer, she/he may submit another transfer request during the window period after twelve months have elapsed from the effective date of the transfer. If the twelve months would elapse during a window period, a transfer request may be submitted during said window period. For example, if an employee transfers with an effective date from July 1 through September 30, 2003, she/he may submit a new transfer request in September 2004, which will become effective October 1, 2004.

An employee who has accepted a transfer shall not be eligible for another transfer for a twelve (12) month period from the effective date of the transfer, except when an unforeseen circumstance creates a clearly identifiable hardship, or when an employee has been bumped or recalled to another work location.

For purposes of this Subsection, hardship means a documented health condition of an employee or an employee's immediate family (defined as spouse, children, parents, or spouse's parents) requiring the employee's presence or availability in another location for an extended period of time. All hardship transfer requests shall be in writing to the employee's Appointing Authority and clearly set forth the circumstances of the hardship. Such transfer may be given priority over other voluntary transfer requests. The Union agrees that the approval of such hardship transfer by the Appointing Authority shall not be grievable if done in accordance with the provisions of this Subsection.

When the Employer plans the opening of a new work location, an announcement shall be circulated and posted in order for employees to be allowed to bid on jobs at such location by seniority.

An employee shall be able to make himself/herself available for transfer to up to five (5) work locations or work units during any one of the months listed above. If an employee declines a transfer to a work location which she/he had requested, the Appointing Authority may remove the employee from the transfer list for such location by giving the employee written notice. An employee may at any time remove his/her name from the transfer list for a work location previously designated.

Transfers within a Department or Agency shall take preference over transfers between Departments or Agencies.

If office(s) are reduced as the result of a new office being opened, vacancies shall be filled by selecting from the three most senior volunteers for each vacancy or involuntary reassignment by inverse seniority. Employees shall be eligible to request transfer within their current class/level or to a class/level in which they have status, or to a class/level for which they meet the requirement under Civil Service classification standards, by seniority, subject to the following:

- A. The Employer shall not be required to consider an employee whose most recent service rating is less than satisfactory; or who has received a written counseling, reprimand or a disciplinary suspension as defined in Article 17 Section 5 of this Agreement.
- B. Availability without undo delay excluding authorized sick leave for less than two weeks and approved annual leave;
- C. Selective certification requirements or valid occupational requirements; and
- D. Affirmative action considerations in accordance with applicable law and when approved in advance by the State Personnel Director.

Probationary employees may not be permitted to transfer within the current class/level if the Employer determines they are not qualified to perform the work, but such employees shall be permitted to transfer within such class/level upon completion of their probationary period. The Employer shall not be required to hold a vacancy available until an employee completes his/her probationary period. Probationary employees who are determined qualified to perform the work may transfer only if there are fewer than three Bargaining Unit employees with status in the class/level on the transfer list for that work location. If more than one probationary employee is on the transfer list for the same work location, the employee with the highest number of hours in the class/level shall be most senior. If one or more ties still exist, they shall be resolved by the last four (4) digits of the employee's identification number, the highest number being most senior.

The Union President, Chief Stewards and Stewards shall not be involuntarily moved from one work location to another (except as provided in Section 5 of this Article).

#### SECTION 4. FILLING VACANCIES.

##### A. Procedure.

An original vacancy shall be filled by the transfer of one of the three most senior qualified employees who have applied for such transfer subject to Section 3 of this Article. If there are fewer than three employees on the applicable transfer list, the Employer may check the appropriate recall list and consider both transfer and recall names. Such transfer requests shall take priority over recall, except that a transfer request from an employee who meets the requirements for a class/level under Civil Service classification standards will be honored only if there are no names on the appropriate recall list. However, during a reduction in force, bumping shall take priority over transfer.

Priority over transfer under Section 3 shall be given, in declining order, to disciplinary transfers and voluntary demotions, provided the employee seeking

demotion has had satisfactory status in the class/level and no disciplinary action is pending against the employee. All subsequent vacancies shall be filled at the Employer's option consistent with other provisions of this Agreement and/or Civil Service Rules and Regulations.

B. Transfer Expenses.

Employees transferring under the provisions of this Article shall not be eligible for reimbursement of moving or travel expenses. In the case of involuntary reassignment, the Employer may reimburse employees for moving expenses in accordance with applicable procedures and policies of the Civil Service Commission and the Department of Technology, Management and Budget.

Employees shall be released without loss of privileges or benefits to participate in interviews scheduled by the Employer for purposes of this Article.

SECTION 5. REASSIGNMENT IN THE UIA.

The following language of Section 5 will apply only if and only when the Unemployment Insurance Agency has returned to a network of statewide branch offices to carry out its mission.

All reassignments, assignments and transfers of Bargaining Unit employees in the UIA will comply with this Article and Section.

Reassignment is the permanent assignment of employees to another work location. When the Employer determines that, in order to accomplish its mission, it is necessary to reassign employees from one work location to another to correct a staffing imbalance between work locations under circumstances where there is not a vacancy which the Employer is able to fill and the reassignment is not governed by a specific procedure in the collective bargaining Agreement, the Employer shall use the procedure described in Subsections A through C below.

Where the reassignment is governed by a specific procedure described in the collective bargaining Agreement, including but not limited to Article 14, Section 3 Transfer; Article 14, Section 4 Filling Vacancies; Article 14, Section 6 Exchange Reassignment and Article 14, Section 8 Detailing.

When the Employer intends to utilize the procedures in Subsections A through C below, the Employer shall give the Union reasonable prior notice before the Employer's final determination of sending work locations is made and shall meet with the Union to discuss the details of such action, including the data upon which the Employer bases the designation of sending work locations. Such data will take into consideration the cyclical nature of the work and may include the work load, scheduling systems, the types of positions affected by reassignment, and current staffing data.

- A. The Employer shall first reassign to one or more work locations (the receiving work locations) designated by the Employer those employees in the appropriate class/level in work locations designated by the Employer as sending work locations, as outlined above, whose names are on the transfer lists provided in Article 14, Section 3 for the receiving work locations. If the number of transfer names exceeds the number needed, employees shall be selected from the three most senior for each transfer needed.
- B. If an insufficient number of employees is available on transfer lists under Subsection A above, the Employer shall seek volunteers by class/level at the sending work location(s) as outlined above. If the number of volunteers exceeds the number needed, volunteers shall be selected from the three most senior for each volunteer needed.
- C. If an insufficient number of employees is available under Subsections A and B above, the Employer shall reassign employees from the sending work locations as outlined above to the receiving work location(s) by class/level in inverse seniority order.
  - (1) Employees who are involuntarily reassigned pursuant to this Subsection shall receive at least fourteen (14) calendar days' written notice. The Union shall be notified concurrently.
  - (2) The Employer shall not involuntarily reassign any employee who has been involuntarily reassigned within the immediately preceding twelve (12) month period.
  - (3) The Employer may only involuntarily reassign employees to a work location within a reasonable commuting distance.
  - (4) Probationary employees may not be included in the reassignment if the Employer determines they are not qualified to perform the work, but such employees shall be included in any reassignment for such class/level upon completion of their probationary period.
  - (5) Exceptions to reassignment by least seniority shall be made where such reassignment would cause a clearly identifiable hardship to the employee. For purposes of this Subsection, hardship means a documented health condition of an employee or an employee's immediate family (defined as spouse, children, parents, or spouse's parents) requiring the employee's presence or availability in the current location for an extended period of time.
  - (6) Employees who are involuntarily reassigned shall have the option of declining the reassignment within seven (7) calendar days of receiving the fourteen (14) calendar day notice of reassignment. Employees who

exercise this option will then receive a seven (7) calendar day written notice of layoff, shall be laid off, and shall have no bumping rights. These laid off employees shall have the right to have their names placed on work location and statewide recall lists pursuant to Article 13, Section 11.

## SECTION 6. REASSIGNMENT IN THE WDA

This provision applies only in the WDA. Reassignment is the permanent assignment of employees to another work location. Whenever the employer determines that, in order to accomplish its mission, it is necessary to reassign employees from one work location to another to correct a staffing imbalance between work locations under circumstances where there is not a vacancy which the employer is able to fill and the reassignment is not governed by a specific procedure in the collective bargaining agreement, the employer shall use the following procedure.

Before making an involuntary reassignment between work locations, the Employer shall seek volunteers in the class/level at the work location from which the reassignment is to be made, and shall select from the three most senior qualified volunteers. If there are insufficient volunteers, the Employer will reassign the least senior qualified employee who has not been reassigned between work locations within the immediately preceding twelve (12) month period. The Employer may only involuntarily reassign employees to a work location within a reasonable commuting distance.

Probationary employees may not be included in the reassignment if the Employer determines they are not qualified to perform the work, but such employees shall be included in any reassignment for such class/level upon completion of their probationary period.

Employees who are involuntarily reassigned shall receive at least fourteen (14) calendar days written notice. The Union shall be notified concurrently. Upon request by the Union, the Employer will meet to discuss the reassignment. Exceptions to reassignment by least seniority shall be made where such reassignment would cause a clearly identifiable hardship to the employee. For purposes of this Subsection, hardship means a documented health condition of an employee or an employee's immediate family (defined as spouse, children, parents, or spouse's parents) requiring the employee's presence or availability in the current location for an extended period of time.

Employees who are involuntarily reassigned shall have the option of declining the reassignment within seven (7) calendar days of receiving the fourteen (14) calendar day notice of reassignment. Employees who exercise this option will then receive a seven (7) calendar day written notice of layoff, shall be laid off, and shall have no bumping rights. These laid off employees shall have the right to have their names placed on the work location and statewide recall lists.

## SECTION 7. EXCHANGE REASSIGNMENT.

Nothing in this Article shall preclude the Employer from having the right to reassign an employee within his/her classification to another work location and/or work unit and to make in conjunction therewith a direct exchange reassignment in the following situations:

- A. Where an employee has been disciplined and the circumstances of the disciplinary action indicate that the employee should be reassigned, consideration shall be given to moving the employee to a vacancy if one exists.
- B. When an employee requests a transfer and the Employer agrees that transfer would be in the mutual interest of both parties.
- C. Employees who are at the same class/level shall be allowed to exchange positions between work locations and/or work units when the Appointing Authority finds that such exchange can be accommodated. Such exchange shall be allowed upon the mutual agreement of the employer and the employees who are parties to the exchange. If a proposed exchange is not approved, the Appointing Authority shall advise the affected employees of the reasons for non-approval and afford the Union an opportunity for discussion. If a requested exchange is not approved, such action is not grievable.

Whenever the Employer makes a direct exchange reassignment pursuant to Subsections A and B above, the Employer will first seek a volunteer for the direct exchange from the assignment location to which the direct exchange reassignment is to be made. If there is no qualified volunteer at the assignment location to which the employee is to be reassigned, the least senior employee in the particular class at such assignment location shall be selected for the direct exchange reassignment. At the option of the Employer, a probationary employee may be utilized for direct exchange reassignment and consideration for such use, while not mandatory, is encouraged.

## SECTION 8. DETAILING.

Detailing is the temporary short-term assignment of employees to another work location. When the Appointing Authority decides that it is necessary to detail employees for longer than three (3) consecutive work days in order to accomplish the mission of the agency, the Appointing Authority shall first ask for volunteers at the work location from which such detailing is to take place. In evaluating employees who are to be selected for detailing, the Appointing Authority shall take into account the needs of both the sending and the receiving office, and the class(es)/level(s) of the employees needed for detailing. The Appointing Authority shall then detail from among the three most senior qualified volunteers in seniority order. In the event that there is an insufficient number of volunteers, the Appointing Authority shall assign employees by class/level to be detailed in inverse seniority order. Seniority will not be considered for detailing assignments of three (3) consecutive workdays or less. For purposes of detailing in

inverse seniority order, the Union President, Officers, Chief Stewards, and Stewards shall be considered most senior. Among such Union officials, the Steward shall be most senior, followed by the Chief Steward, Union Officer, and Union President.

For purposes of this Section, preauthorized classes and levels shall not be combined when the Appointing Authority determines the mix of those class(es)/level(s) which are to be detailed.

Probationary employees may not be included in the detailing if the Employer determines they are not qualified to perform the work, but such employees shall be included in any detailing for such class/level upon completion of their probationary period.

In the UIA and WDA, exceptions to detailing by least seniority where such detailing would cause a valid hardship to the employee shall be subject to review on a case-by-case basis in accordance with current practice. In other Departments, until guidelines for such exceptions are established and agreed upon through secondary negotiations, current practice in regard to exceptions to detailing shall continue.

#### SECTION 9. OUTSTATION.

The assignment of staff to a workstation which is located at a facility other than the work location (i.e., an outstation) shall be in accordance with the provisions for detailing as stated above, except that in the event there is an insufficient number of volunteers, the Appointing Authority shall assign qualified employees by class/level in least seniority order. Exceptions to such assignment because of a clearly identifiable hardship shall be made in accordance with Section 5.C (5) of this Article.